



Comptroller General
of the United States
Washington, D.C. 20548

Decision

Matter of: Telos Field Engineering

File: B-251384

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Stephen J. Gary, Esq., and John M. Melody, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. In procurement for maintenance of personal computers, agency had reasonable basis for downscoring protester's proposal under subfactors requiring that offeror's resumes and information concerning offeror's prior contracts both demonstrate relevant computer maintenance experience; agency reasonably determined from information contained in the proposal that protester's experience was primarily with mainframe computers and minicomputers, not personal computers.

2. Objection that agency improperly evaluated protester's and awardee's proposals under several evaluation criteria is denied where record shows that agency evaluators had a reasonable basis for their conclusions.

DECISION

Telos Field Engineering protests a contract award to Data Applications Corporation (DAC) under request for proposals (RFP) No. DAKF49-92-R-0006, issued by the Department of the Army for microcomputer maintenance. Telos asserts that the agency improperly evaluated its proposal and that of the awardee.

We deny the protest.

The solicitation, issued in July 1992, provided for maintenance of personal computer (microcomputer) equipment and peripherals at Fort Sam Houston and San Antonio, Texas, for a base period and 4 option years. The RFP stated that the agency intended to make award on the basis of initial proposals, based on the proposal most advantageous to the

government, with quality substantially more important than price. Under quality, the RFP identified three evaluation factors: Technical Quality, Management Quality, and Quality Control. Under Technical Quality, the solicitation identified three subfactors: Specific Work Qualifications, Parts Availability and Supply Procedures, and Special Tools Plans. (There were no subfactors under Management Quality or Quality Control.) The RFP provided that price would not be scored but would be evaluated using price analysis techniques; its importance would increase as the quality difference between proposals decreased.

The Army's evaluation plan assigned considerably more weight to quality than to price. Under quality, the criteria were assigned weights in decreasing order of importance as follows: Management Quality; Specific Work Qualifications and Parts Availability and Supply (equal weight); Quality Control; and Special Tools Plan. The Army received seven proposals and one alternate proposal. A team of three evaluators reviewed each proposal, assigned a point score for each evaluation factor and subfactor, and applied the weight assigned to each to arrive at a composite technical score for each offeror. The contracting officer then calculated a greatest value score (GVS) for each offeror which reflected price as well as technical considerations. Telos' and DAC's prices, scores, and rankings were as follows:

	<u>Evaluated Price</u>	<u>Tech. Score</u>	<u>Greatest Value Score</u>	<u>Rank</u>
DAC	\$476,715	97.0	95	1
Telos	\$499,523	83.2	84	4

The Army determined that DAC, which received both the highest technical score and the highest GVS, offered the proposal most advantageous to the government. Accordingly, it awarded the contract to that firm on the basis of initial proposals on November 20. Telos' protest followed.

SPECIFIC WORK REQUIREMENTS

Telos first argues that the Army improperly evaluated the proposals under the Specific Work Requirements subfactor, under which DAC received a score of 100 and Telos a score of 70, and for which the solicitation required offerors to "list the qualifications of personnel who will be providing maintenance under this contract," including "all courses taken and equipment supported in the past." Offerors also were referred to a provision in the RFP's statement of work requiring that maintenance personnel have a minimum of 2 years experience in maintaining "like equipment." According to the protester, its score for this subfactor

was too low, DAC's was too high, and neither was supported by the record.

Specifically, Telos challenges the Army's decision to downgrade its proposal on the ground that, although Telos' personnel had extensive experience, most of that experience was with mainframe computers and minicomputers, not with the type of equipment to be maintained under the contract, personal computers (PC). According to Telos, the considerable mainframe experience demonstrated in its personnel's resumes should have been viewed more favorably, since the solicitation did not specifically require PC-related experience, but only experience with "like equipment." In any case, Telos asserts, the Army overlooked the fact that its resumes, in addition to showing mainframe/minicomputer experience, also demonstrated significant PC experience. Although some of this experience, Telos asserts, was indicated in narrative form in the body of the resumes, most of it was indicated in equipment lists (one for each resume) that were submitted as attachments to the resumes. These attachments listed numerous pieces of equipment by model number, indicated with checkmarks the ones with which a particular individual had maintenance experience, and indicated the individual's level of proficiency with the item on a scale of 1 to 5. Telos argues that the lists included many pieces of equipment that were PCs, but that the Army apparently overlooked them.

The Army responds that the narrative portion of Telos' resumes showed little or no experience in the maintenance of PCs, and that the equipment lists consisted primarily of items that were mainframes or minicomputers, which it considered not relevant to the requirements of the solicitation. The Army further explains that: (1) Telos' equipment lists did not identify any items as PCs; (2) the technical evaluators--all experienced computer professionals--had difficulty in determining for themselves which models may have been PCs, even with the use of manufacturers' technical information and reference manuals; and (3) the evaluators were able to identify only a small number of items as PCs. Finally, the Army explains that much of the maintenance experience demonstrated in the resumes and attachments was not current, concerned equipment that was now obsolete or outmoded, and therefore was irrelevant to the maintenance of the current models of PCs covered by the RFP. Given the requirements of the RFP, the Army concludes that Telos failed to meet its responsibility to identify clearly any PC maintenance experience that its personnel may have had. In contrast, the Army asserts, DAC's resumes clearly and unequivocally demonstrated extensive experience with PCs. Based on these fundamental differences, the Army states that it reasonably downgraded Telos' proposed personnel relative to DAC's.

We will examine a technical evaluation to ensure that it is reasonable and consistent with the evaluation criteria. Remco Aeroplex Inc., B-239672.5, Apr. 12, 1991, 91-1 CPD ¶ 367. A protester's disagreement with the agency's judgment is not by itself sufficient to establish that the agency acted arbitrarily. Realty Executives, B-237537, Feb. 16, 1990, 90-1 CPD ¶ 288.

We find that the agency's evaluation of proposals under this subfactor was reasonable. We do not agree with Telos that its non-PC maintenance experience should have been viewed as favorably as PC experience. The RFP unequivocally stated that the purpose of the contract was to maintain microcomputers; the statement of work specifically advised that the prospective "contractor shall provide qualified personnel . . . to perform call maintenance of government-owned microcomputer equipment and peripherals." For the subfactor at issue, the RFP stated that "the offeror shall list the qualifications of personnel who will be providing maintenance under this contract." Since the contract was for PC maintenance, we think it was clear from the RFP that personnel with specific experience in PC maintenance would be considered better qualified to perform the contract than offerors having only indirectly related experience. See Systems Assocs., Inc., B-234116, Apr. 6, 1989, 89-1 CPD ¶ 360 (in procurement for personal computer maintenance, agency properly downgraded resumes for listing only general computer maintenance experience, not experience with the products listed in the RFP or similar types of products).

Our review of Telos' resumes confirms the agency's assessment that they included little or no mention of experience in PC maintenance; rather, they emphasized experience with mainframes and minicomputers. In addition, we find that much of the experience described was not current or even recent, and therefore reasonably led the agency to conclude that it was not pertinent to servicing the current models of computers and peripherals to be maintained under the contract. Telos' first resume is typical.¹ It described an individual who from 1987 to the present has "set priorities for service actions" and established "preventive maintenance schedules"; however, the resume did not mention the type of equipment involved. The resume did indicate that, prior to 1987, the individual had 20 years of experience "concentrated in repair, maintenance and installation of various IBM computers. . . ." Again, however, there was no indication that the experience included any maintenance of IBM's PC models. In any event, since most of this experience was more than 6 years old, it

¹The resumes are discussed in the order in which they appeared in Telos' proposal.

would not have included work with the current equipment that was to be maintained under the contract.

This resume did include an attachment labeled "Hardware Experience"; listing two PC models, the Wang PC XC3-2 and the IBM XT. However, there was no indication on the attachment that "Hardware Experience" included maintenance experience with any of the items listed. Taken as a whole, considering the nature of the contract requirements, we find the resume notably lacking in any demonstration of PC experience.

The second resume likewise indicated experience with mainframes but not with PCs. The third resume, on the "Hardware Experience" attachment, again listed numerous IBM mainframe systems. This individual's most recent block of experience, from 1986 to the present, was as a field service specialist who provided technical support to service personnel. Since the resume did not indicate that he performed maintenance of PCs, it appeared that this experience was with the IBM mainframes that were listed. Telos' fourth resume stated that the individual currently performed "expert demand maintenance on a wide variety of equipment," but failed to indicate whether that equipment included PCs. For an earlier block of experience, the resume stated that this individual "fielded and trained personnel on the use of IBM compatible and 286 micro[computer] systems for specialized database operations and office automation"--that is, the resume specifically mentioned microcomputers; however, there was no indication that this individual maintained the equipment, only that he "fielded and trained" others in its "use."

The fifth resume also stated that the individual was currently performing "expert demand maintenance on a wide variety of equipment," but again failed to indicate whether that equipment included PCs. For the period 1986-1989, the resume described maintenance experience with Digital Equipment Corporation's (DEC) VAX series of minicomputers--not PCs. The sixth resume also failed to indicate PC maintenance experience; the general maintenance experience it did indicate was all prior to 1984 and, therefore, not relevant to the current contract. (The fifth and sixth resumes did list one or more PCs under the heading "Hardware Experience"; again, however, they did not indicate that this included maintenance of the hardware.)² We think the Army reasonably concluded that the resumes did not show PC maintenance experience.

²Telos' seventh resume is not in issue, since the Army concluded that the individual had PC maintenance experience.

Similarly, we find that the equipment lists (not required by the solicitation) also indicated little or no relevant experience. As noted, the lists failed to indicate which pieces of equipment (if any) were PCs. Our review indicates that, without such identification, the large number of items on the lists--145 in one case--presented the evaluators with a confusing array of information and, in effect, required the Army to ferret out the relevant information. However, contracting agencies are not obligated to go in search of needed information which the offeror has omitted or failed adequately to present. See National Council of Teachers of English, B-230669, July 5, 1988, 88-2 CPD ¶ 6. An agency's evaluation of an offeror is not based on the government's knowledge of the offeror's capabilities or past performance, but on the proposal as submitted. Complere Inc., B-227832, Sept. 15, 1987, 87-2 CPD ¶ 254.

In this case, the evaluators did attempt to determine which items if any were PCs; the record shows, however, that even with manufacturers' data this was not always possible--in part because some of the items were older or obsolete models for which it was difficult to obtain technical information. The evaluators were able to ascertain that most of the items listed were mainframes or minicomputers (as Telos acknowledges); for the reasons explained above, however, the Army reasonably concluded that experience with these types of equipment was not relevant to the solicitation. Given the confusing and equivocal information presented in Telos' equipment lists, we find that the agency reasonably concluded that, although PC equipment was included in the lists, the majority of the items were not PCs, and the lists did not demonstrate extensive PC experience. See Electronic Warfare Assocs., B-223938; B-224504, Nov. 3, 1986, 86-2 CPD ¶ 514 (agency's evaluation reasonably penalized protester for proposal that failed adequately to describe experience of key personnel or to relate that experience to the work to be performed under the protested contract); see also Systems Assocs., Inc., supra (lack of specific information concerning personal computer maintenance experience in protester's resumes reasonably caused the agency to question the firm's understanding of, and ability to meet, the RFP's requirements).

In a post-award protest submission, Telos has indicated on its original equipment lists those items which, according to the protester, the Army should have known were PCs. For example, of the 42 pieces of equipment listed in one individual's resume, Telos has designated 8 as PCs. The Army disagrees with many of Telos' designations. For example, the Army points out that some of the items claimed to be PCs are simply "dumb" terminals, comprised of a monitor and keyboard cabled to a minicomputer. The Army explains that there is little relationship between that type

of terminal and the "intelligent" PCs and components (such as memory chips and boards) required to be maintained under this contract.³ In any event, as we explained in a similar case, where the protester also attempted to point out information in its proposal which it claimed the evaluators had overlooked:

"The only significant consideration for purposes of our review is whether this information was adequately conveyed in [the protester's] proposal. . . . Since [the protester] did not give notice of those matters until well after the [agency's] evaluation of proposals, it does not affect the reasonableness of [that] evaluation." Engineering Mgmt. Resources, Inc., B-248866, Sept. 29, 1992, 92-2 CPD ¶ 217.

We conclude that, notwithstanding the fact that Telos' equipment lists included some PC equipment, the agency reasonably found that Telos' proposal primarily showed experience with other PC systems. We further conclude that the evaluators made a reasonable assessment of Telos' experience based on the information presented in the proposal and the additional information the agency was able to gather concerning the equipment lists. Id.; National Council of Teachers of English, supra.⁴

We find that the record also supports the Army's conclusion that DAC's proposal did demonstrate specific PC maintenance experience. First, the proposal unequivocally prefaced DAC's resumes with the statement that DAC "has resident personnel in San Antonio. These technicians are currently performing maintenance on much of the equipment outlined in the solicitation." Second, the resumes themselves clearly described each individual's experience with PCs and related peripherals, with little or no reference to unrelated computer experience of the type that confused the picture in Telos' proposal. For example, under the heading "Equipment Maintenance Experience," DAC's first resume stated: "PCs: IBM, Apple, Zenith, Compaq, AT&T. . . ." Similarly, DAC's

³The solicitation included an inventory of specific items of equipment to be maintained.

⁴In this case, moreover, the RFP stated the government's intent to evaluate proposals and award a contract without discussions, and cautioned that the "offeror's best terms from a cost or price and technical standpoint" should be set forth in the proposal as submitted. As a consequence, offerors were on particular notice that the proposals they submitted must clearly demonstrate their capability to meet RFP requirements.

fifth resume indicated under the same heading, "PCs: IBM and Clones, Compaq, Commodore, Zenith."

In addition to clearly identifying the PCs on which DAC personnel had worked, DAC's resumes included information for various types of PC peripheral equipment, each under an appropriate heading such as "Modems & Multiplexers," or "Printers." Such peripherals, as noted above, also were to be maintained under this contract. Based on the clear, concise nature of DAC's resumes, we find that the Army reasonably concluded that DAC's proposed personnel had significantly greater directly relevant experience than Telos'. See Systems Assocs., Inc., supra (where awardee's proposal contained detailed information on repair experience of the firm's personnel, including experience with the personal computers referenced in the RFP, and protester's indicated only general computer experience, agency reasonably scored awardee's proposal more highly).

Finally, Telos points out (correctly) that DAC's resumes demonstrated fewer total years of maintenance experience than Telos', and argues that DAC's score should be reduced, and its own increased, on that account. However, our review of DAC's resumes indicates that its personnel more than satisfied the RFP's minimum requirement for 2 years of experience, and we think it was reasonable for the Army to give less credit for longer but indirectly-related experience than for shorter experience directly related to the requirements of the RFP. Consequently, we find no basis for Telos' objections in this area.

PARTS AVAILABILITY AND SUPPLY PROCEDURES

Telos asserts that the Army unreasonably gave DAC and Telos the same score (90) for the subfactor Parts Availability and Supply Procedures, under which offerors were required to (1) describe a plan for maintaining a local spare parts inventory; (2) provide letters of agreement from specified manufacturers reflecting an intent to sell; (3) discuss procedures for priority placement for receipt of orders from the manufacturers; and (4) propose procedures for ascertaining that any parts substituted for original equipment manufacturer (OEM) parts were of equal quality. According to the protester, DAC's proposal was weaker than Telos' in this area, and only deserved a score of 75.

Specifically, Telos asserts that, although the solicitation stated that contractors "shall" submit letters of agreement for 12 specified manufacturers, DAC's proposal omitted such letters for 2 of the listed manufacturers. Further, Telos asserts the letters that DAC did submit made no reference to priority or emergency orders. Telos objects that DAC was given a score of 90--the same as its own--despite these

deficiencies. Telos also objects that its own proposal was criticized for not addressing the size of the local spare parts inventory; since it was unreasonable to expect Telos, a nonincumbent offeror, to have a local inventory prior to the award of the contract, and since the solicitation imposed no such requirement, Telos' score should not have been reduced for failing to specify the exact size of its local inventory in its proposal. In any case, even if the criticism were justified, Telos argues, DAC's proposal also contained no specific reference to the size of its local inventory; therefore, the Army had no basis for reducing Telos' score for a defect that it overlooked with regard to DAC.

Finally, Telos disputes the Army's conclusion that it failed to specify a system for priority placement in the letters of agreement for the supply of spare parts. According to Telos, its proposal included 12 letters of agreement covering all required manufacturers; each letter stated that the manufacturer or manufacturer's distributor would sell parts to Telos "on a routine or emergency basis." The statement that the seller would provide parts on an "emergency" basis, Telos argues, should have indicated to the Army that Telos had the ability to procure parts on a "priority placement" basis. In any event, Telos points out, DAC also failed to address this matter in its proposal.

We find that the agency had a reasonable basis for its evaluation under this subfactor. The record shows that the Army noted as a deficiency DAC's failure to submit 2 of the 12 letters of agreement. In addition, the Army shared Telos' view that DAC did not address the issues of priority placement and size of the inventory. On the positive side, the Army found that DAC's proposal showed that the firm, which was currently engaged in maintaining much of the equipment listed in the RFP (1) already had local stocks of spare parts which normally were contained in the OEMs' spare parts kits; (2) provided satisfactory ordering procedures; (3) provided procedures for guaranteeing the quality of substitute parts; and (4) included 10 of the 12 letters of agreement. Based on these aspects of its proposal, the Army was convinced of DAC's ability to provide quality parts in a timely manner, as reflected in the score of 90.

With respect to Telos' proposal, the Army found strengths in the fact that Telos (1) had a system for identifying spare parts; (2) showed adequate inventory and reorder levels; (3) provided comparisons of substitute parts; and (4) submitted all letters of agreement. However, as in the case of DAC's proposal, the Army determined that Telos failed to address the size of the local inventory and priority placement. In the evaluators' view, the size of the planned inventory was significant because it would have

a direct impact on the ability of the offeror to provide necessary parts in a timely manner. Further, contrary to Telos' claim that its proposal included the necessary information, the Army determined that Telos' letters of agreement, which used the language "on a routine or emergency order basis," did not meet the requirement for indicating priority placement for receipt of orders from the manufacturers; in the evaluators' view, this language did not indicate what priority the "emergency" order would have in the manufacturer's order-filling system. The evaluators determined they could not assume that the statement concerning emergency orders demonstrated that Telos had priority placement arrangements with manufacturers, since having priority placement procedures in an ordering system means that certain customers have precedence over others when there are conflicting delivery requirements--including "emergency" requirements.

In our view, the record shows that the Army determined that Telos' proposal (like DAC's) showed definite strengths, which were reflected in the high score it received. The Army concluded, however, that neither proposal provided what the RFP required concerning size of the inventory and priority placement. We find that the presence of essentially the same deficiencies in both proposals led to the Army's assigning both offerors high but less than perfect scores under this subfactor, and that, contrary to Telos' allegation, there was a reasonable basis for the identical scores they received.

MANAGEMENT QUALITY

Telos challenges the Army's evaluation under the Management Quality factor, for which DAC received a score of 100 and Telos 85, and for which the solicitation required offerors to provide a history of recent experience in providing services "similar" to those described in the RFP's statement of work, supported by three references and the volume/density for the number of pieces of equipment maintained. According to the protester, the Army unreasonably downgraded its proposal on the ground that the contracts it listed failed to demonstrate experience with PCs, despite the fact that it listed contracts that had a much larger dollar value than DAC's. Telos explains that, while it did not explicitly state the type of equipment involved in the contracts, the size of the contracts should have indicated that all types of equipment, including PC and PC-related equipment, were involved. Telos adds that, since it provided references for the contracts, the Army could have contacted the references to ascertain whether PCs were involved. Finally, Telos states that, while it included the required volume/density ratio of the contracts, DAC did not, and that the contracts listed by DAC failed to show that DAC

had experience with contracts of similar size to the one at issue. Consequently, Telos maintains, it was unreasonable to score Telos lower than DAC; instead, the scores should have been 75 for DAC and 100 for Telos.

We find otherwise. The record shows that, although the dollar value of Telos' contracts was greater than DAC's, the Army downgraded Telos' proposal in this area because Telos did not specify the type of equipment involved in the contracts, and the Army concluded that Telos' contracts did not demonstrate the required experience in services "similar" to the PC maintenance services called for in the solicitation.⁵ For the reasons discussed above in connection with the resumes, we find that the importance the Army attached to experience with PCs was reasonable, given the nature of the contract, and that the lack of specific information concerning personal computer maintenance experience reasonably caused the agency to question the firm's understanding of, and ability to meet, the RFP's requirements. Systems Assocs., Inc., supra. Finally, we reject Telos' contention that the agency could have determined whether PCs were included in the contracts by contacting Telos' references. While it may have been appropriate to contact the references to determine the quality of Telos' performance, the contracts on their face were not relevant to PC maintenance; consequently, the agency had no reason to seek information concerning Telos' performance under contracts that were not relevant to this solicitation. We conclude that Telos' failure to identify PC maintenance experience left the agency no basis for finding that the firm had such experience.

The protester is correct that DAC omitted the volume/density ratios called for by the RFP; DAC provided only the volume for three contracts. However, as explained in connection with the resumes, the specific nature of an offeror's experience was the agency's overriding consideration. In that regard, Telos does not argue that DAC's contracts did not demonstrate PC maintenance experience. We find that they did. Accordingly, despite the omission of volume/density ratios on the part of DAC--a matter the agency considered a minor informational deficiency--we find that the Army reasonably scored DAC's proposal more highly based on the much more important consideration that DAC had demonstrated experience relevant to the requirements of the


⁵Two of the three evaluators specifically downgraded Telos in this area because most of the experience shown in the contracts was with mainframes.

solicitation and Telos had not. See Pemco Aeroplex Inc., supra. While it is arguable that DAC should have been downscored slightly for the informational deficiency, Telos was not prejudiced by the fact that it was not; a marginal point reduction would not have eliminated DAC's significant overall scoring advantage. See Textron Marine Sys., B-243693, Aug. 19, 1991, 91-2 CPD ¶ 162.

SPECIAL TOOLS PLAN

Telos also objects to the evaluation of proposals under the Special Tools Plan subfactor, for which it received a score of 90 and DAC a score of 95. According to Telos, it was improperly downgraded for providing insufficient information, and both scores should be changed to 100. We need not consider this argument. This was the least important subfactor, and even if the proposals were rescored as Telos urges, Telos' technical score would remain considerably lower than DAC's. Textron Marine Sys., supra.

The protest is denied.


for James F. Hinchman
General Counsel